



November 13, 2019

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK
Honorable Robert D. Drain**

FILED
U.S. BANKRUPTCY COURT
2019 NOV 18 P 3:34
S.D. OF N.Y.

**In Re:
SEARS HOLDING CORPORATION, ET AL,
DEBTORS**

**CHAPTER 11
CASE NO. 18-23538CRDD
JOINTLY ADMINISTERED**

2747 SHERWIN AVE.

Your Honor: We recently received 3 documents from Weil, Gotshal & Manges, LLP, 767 Fifth Ave., to opt in or opt out of a settlement. I went online to the web address listed to look at the claims that are listed for our firm.

UNIT #8

There are two claims shown online.

- 1. #6976 Dated 12/31/2018 for \$123,533.10**
- 2. #9832 Dated 3/11/2019 for \$127,516.00**

The first claim #6976 was our October 11, 2018 invoice for \$123,533.10, attached as Attachment "A". We filed this as soon as the 410 form was made available. This invoice was for a gross bill of \$137,259.00, less 10% retention of \$13,725.90, leaving \$123,533.10.

VENTURA, CA. 93003

We also filed a lien against the property in Greeley, Colorado. The lien is attached as Attachment "B", dated 1/30/2019.

(805) 644-1640

On 2/28/2019 Mark P. Conway, Facilities Maintenance & Construction with the former Sears Holdings Management Corporation, now Transform, LLC contacted us, email attached as Attachment "C". We were instructed to file a second 410 form for the material, which amount to \$123,769.00 + tax of \$3747.00 for a total of \$127,516.00 as they wanted to pay this to have the lien removed from the property, so on 3/1/2019 we filed the 410 form in this amount, which Prime Clerk shows as claim #9832. Attached is the 410 form, attachment "D".

FAX (805) 644-1740

We were contacted again by Sears Holdings Management Corporation and asked to only put the \$123,533.10 in box 13 and that we would receive an Amendment to Major Maintenance Agreement that we could sign to release the lien and Sears Holdings Corporation would send us a check overnight for \$123,533.10.

California Commercial Roofing Systems was very eager to file the modified form 410 as requested, and then change and add the \$123,533.10 to line 13 as instructed. This form was sent directly to Mark Conway and not Prime Clerk. We are a small firm and the opportunity to receive these monies was a Godsend, as we felt all was lost.

On May 2nd of 2019, we received the agreement, when once signed and the funds received, there would be no further claim against Transform SR LLC et al. This form is attached as Attachment "E".

Upon signing this document, we felt that all 410 claim forms would then be eliminated, but as it turns out, these still exist as Claims #6976 & #9832 with Prime Clerk. Sears Holdings or Transform, LLC should have made the appropriate notifications that these two claims were 100% resolved on 4/2/2019, yet they still exist.

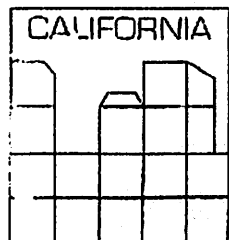
With the signing of the amendment, we have released those claims against Sears Holdings, now Transform Holdco. I will be sending a copy of this document to Prime Clerk and Weil, Gotshal & Manges, LLP. There are no further monies owed to Exteriors By Design, Inc. dba: California Commercial Roofing Systems for Greeley, Colorado. However, there are sums owed at other locations, which we have advised the court of. The only response we have received is that payment can be expected January of 2025.

Respectfully Submitted,

CALIFORNIA COMMERCIAL ROOFING SYSTEMS


Dewayne Weaver
President

**Cc: Prime Clerk, 830 Third Ave., 9th Fl., New York, NY 10022
Weil, Gotshal & Manges, LLP, 767 Fifth Ave., New York, NY
10153**



COMMERCIAL
ROOFING
SYSTEMS

EXTERIORS BY DESIGN, INC.
CALIFORNIA COMMERCIAL ROOFING SYSTEMS

"Serving in the roofing industry for 90 years and 2 generations"

INVOICE
NO

4412

REMIT TO:

1587 W CROSS AVE
TULARE, CA 93274
PH. (559) 688-1477
FAX (559) 688-1486

2747 SHERWIN AVE., UNIT 8
VENTURA, CA 93003
PH. (805) 644-1640
FAX (805) 644-5010

PLEASE PAY
FROM THIS INVOICE
NO STATEMENT
WILL BE SENT

SEARS HOLDING CORP.
W/O WINCON
1256 PARK AVENUE
KIE, WI 53042

DATE OCT. 11, 2018

ACCOUNT SEARS/KMART
NO.

DUNS 24-0742
SEARS #2451
FUNDING @1804193
GREELEY, COLORADO

ROOF REPLACEMENT

GROSS BILL \$137,259.00
LESS RETENTION 13,725.90

TOTAL DUE \$ 123,533.10

CONTRACT JOBS ARE DUE WITHIN 10 DAYS OF COMPLETION

FINANCE CHARGE of 1 1/2 per month (not to exceed 18% annually) may be charged on past due accounts

Under the Mechanics Lien Law (California Code of Civil Procedure, Section 1181, et seq), any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that, after a court hearing your property could be sold by a court officer and the proceeds of the sales used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full if the subcontractor, laborer, or suppliers remains unpaid.

Workmanship is warranted for a period of two years unless other warranties are extended or purchased. CALIFORNIA COMMERCIAL ROOFING warrants roofing only and assumes no responsibility for the building contents and/or the interior.

© 2012 Express Lien, Inc. dba Zlien

<p>Claimant: (Name and Address) Exteriors By Design, Inc. dba: California Commercial Roofing Systems 2747 Sherwin Ave. #8 Ventura, CA 93003</p> <p>Property Owner: (Name and Address) Sears Holdings Management Corporation 3333 Beverly Rd. A2-370B Hoffman Estates, IL 60179</p> <p>The Prime Contractor: Exteriors By Design, Inc. dba: California Commercial Roofing Systems 2747 Sherwin Ave. #8 Ventura, CA 93003</p> <p>The Hiring Party Sears Holdings Management Corporation 3333 Beverly Rd. A2-370B Hoffman Estates, IL 60179</p>	<p>Legal Description: GR 12780-K PT N2NW4 195 65 (YORK 1ST ANNEX) BEG N4 COR SEC N89D23W 80.01' S0D20E 75.01' TO S LN HWY 34 BY-PASS & W LN 17TH AVE N89D23W 1304.09' S0D36W 80.87' TO TRUE POB S0D38W26' S89D21E 46' S0D38W 288' N89D21W 353' N0D38E 314' S89D21E 124' S0D38W 26' S89D21E 68' N0D38E26' S89D21E 115' TO POB</p> <p>Municipal Address: Sears #2451 2800 Greeley Mall Greeley, CO 80632</p> <p>County: Weld State of Colorado</p>
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Statement of Lien
CRS §§ 38-22-109

<p>Instrument Prepared By And Recording Requested By: Exteriors By Design, Inc. dba: California Commercial Roofing Systems 2747 Sherwin Ave. #8 Ventura, CA 93003</p>	<p>Space Above For Recorder's Use</p>
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4463375
Pages: 1 of 4
01/30/2019 03:08 PM R Fee:\$28.00
Carly Koppen, Clerk and Recorder, Weld County, CO

4463375 Pages: 2 of 4
01/30/2019 03:08 PM R Fee:\$28.00
Carly Koppes, Clerk and Recorder, Weld County, CO

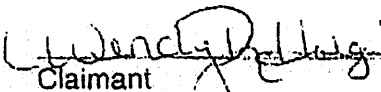
The CLAIMANT avails itself of the provisions of CRS § 38-22-109 by filing this Statement of Lien.

1. The name and address of the owner of the property being liened is above-identified as the Property Owner;
2. The name and address of the person making this Statement of Lien and claiming this lien is above-identified as the Claimant. The Claimant is the party who actually furnished the material or performed the labor or services, or supplied the machinery, tools or equipment for which this lien is claimed. The Claimant contracted directly with the above-identified Hiring Party. The direct /original contractor on the project is further identified above as the Prime Contractor.
3. The Property being charged with the lien is above-described as the Property. The labor, materials, services, and/or equipment furnished by the Claimant has been incorporated into the Property.
4. The indebtedness due and owing to the Claimant for said labor, materials, services and/or equipment is \$139,478.93, as of the date this Statement of Lien is recorded.
5. The labor, materials, services and/or equipment furnished by the Claimant is described as follows: Provide & install new JM TPO roofing system

Signature of Claimant, and Verification

State of Colorado
County of Weld

I, Wendy R. Holquin, the undersigned, being of lawful age and being first duly sworn upon oath, do state that I am the Claimant named herein, or an authorized agent of the Claimant appointed for the purposes of signing and filing this Notice of Claim of Lien, and that I have read the foregoing Notice of Claim of Lien, know the contents thereof, and I have been provided and thereby have knowledge of the facts, and certify that based thereupon, upon my information and belief the foregoing is true and correct, and that I believe them to be true.


Claimant
Signed by Wendy R. Holquin
Title Senior Bid Analyst
Dated: 01/22/2019

4463375 Pages: 3 of 4
01/30/2019 03:08 PM R Fee:\$28.00
Carly Koppen, Clerk and Recorder, Weld County, CO



Sworn to and subscribed before me, undersigned Notary Public, on this date:

01/22/2019

[Signature]
Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

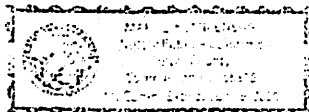
County of Tulare

Subscribed and sworn to (or affirmed) before me on this 22nd day

of January, 2019, by Wendy R. Holguin

_____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [Signature] (Seal)



4463375 Pages: 4 of 4
01/30/2019 03:08 PM R Fee: \$28.00
Carly Koppes, Clerk and Recorder, Weld County, CO



AFFIDAVIT OF MAILING NOTICE OF INTENT TO LIEN

Identification of Parties:

Noticing Party: <u>Exteriors By Design, Inc. dba:</u> <u>California Commercial Roofing Systems</u> <u>2747 Sherwin Ave. #8</u> <u>Ventura, CA 93003</u>	<input checked="" type="checkbox"/> Property Owner: <u>Sears Holdings Management Corporation</u> <u>3333 Beverly Rd. A2-370B</u> <u>Hoffman Estates, IL 60179</u>
Hereinafter ("Claimant")	<input type="checkbox"/> Prime Contractor:

I, Wendy R. Holquin, declare that on the 12th day of December, 20 18, pursuant to Section 38-22-109(3) C.R.S., I served copies of the Notice of Intent to the following parties above identified.

☒ Property Owner ☐ Prime Contractor

I served the Notice of Intent to Lien:

☐ By personally delivering the notice to the identified parties:

☒ By First Class Certified or Registered Mail service, postage prepaid, with return receipt requested, addressed to the party at the above-identified address, which is the last known address of the Property Owner and/or Prime Contractor.

I declare under penalty of perjury that the foregoing is true and correct.

Sworn to and subscribed before me, Notary Public
for the State of _____ and Parish /
County of _____, on this _____ day
of _____, 20____.

Wendy R. Holquin
Claimant
Signed by: Wendy R. Holquin

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

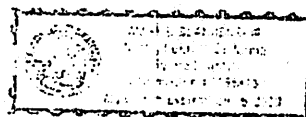
County of Tulare

Subscribed and sworn to (or affirmed) before me on this 12th day

of December, 20 18, by Wendy R.

Holquin, proved to me on the basis
of satisfactory evidence to be the person(s) who appeared before me.

Signature [Signature] (Seal)



11/12/2019

Pg 8 of 13
Webmail 7.0 - 2451 Greeley CO roof repl project .eml**2451 Greeley CO roof repl project**

From: "Conway, Mark" <Mark.Conway@searshc.com>

Date: 02/28/2019 03:26PM

To: "dweaver@calcommercialroofing.com" <dweaver@calcommercialroofing.com>

Dewayne,

I was looking at your claim on Prime Clerk for the Greeley roof replacement project and noticed under bullet point 13 you don't have the amount of the material broken out. You may want to amend the claim and add the material amount in this section since the material was delivered to the site on 10/11 which is only 3 days prior to the bankruptcy. You can look up how 503(b)(9) claims are handled.

Thanks

Mark P. Conway
Facilities Maintenance & Construction
SEARS HOLDINGS
3333 Beverly Road
Hoffman Estates, IL 60179
Office A2-310A

(847) 286-1289 office

(847) 436-2707 mobile

Mark.Conway@searshc.com

This message, including any attachments, is the property of Sears Holdings Corporation and/or one of its subsidiaries. It is confidential and may contain proprietary or legally privileged information. If you are not the intended recipient, please delete it without reading the contents. Thank you.

Attachments (1 file, 6.2 MB)

- CA Comercial Claim into PrimeClerk for 2451 Greeley.pdf (6.2 MB)

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
Pg 9 of 13

Fill in this information to identify the case (Select only one Debtor per claim form):

<input checked="" type="checkbox"/> Sears Holdings Corporation (18-23538)	<input type="checkbox"/> Kmart Corporation (18-23549)	<input type="checkbox"/> Sears, Roebuck de Puerto Rico, Inc. (18-23561)	<input type="checkbox"/> MyGofar LLC (18-23573)	<input type="checkbox"/> Kmart.com LLC (18-23585)
<input type="checkbox"/> Sears, Roebuck and Co. (18-23537)	<input type="checkbox"/> MaxServ, Inc. (18-23550)	<input type="checkbox"/> SYW Relay LLC (18-23562)	<input type="checkbox"/> Sears Brands Business Unit Corporation (18-23574)	<input type="checkbox"/> Sears Brands Management Corporation (18-23586)
<input type="checkbox"/> Kmart Holding Corporation (18-23539)	<input type="checkbox"/> Private Brands, Ltd. (18-23551)	<input type="checkbox"/> Wally Labs LLC (18-23563)	<input type="checkbox"/> Sears Holdings Publishing Company, LLC (18-23575)	<input type="checkbox"/> SHC Licensed Business LLC (18-23616)
<input type="checkbox"/> Kmart Operations LLC (18-23540)	<input type="checkbox"/> Sears Development Co. (18-23552)	<input type="checkbox"/> Big Beaver of Florida Development, LLC (18-23564)	<input type="checkbox"/> Kmart of Michigan, Inc. (18-23576)	<input type="checkbox"/> SHC Promotions LLC (18-23630)
<input type="checkbox"/> Sears Operations LLC (18-23541)	<input type="checkbox"/> Sears Holdings Management Corporation (18-23553)	<input type="checkbox"/> California Builder Appliances, Inc. (18-23565)	<input type="checkbox"/> SHC Desert Springs, LLC (18-23577)	<input type="checkbox"/> SRe Holding Corporation (19-22301)
<input type="checkbox"/> ServiceLive, Inc. (18-23542)	<input type="checkbox"/> Sears Home & Business Franchises, Inc. (18-23554)	<input type="checkbox"/> Florida Builder Appliances, Inc. (18-23566)	<input type="checkbox"/> SOE, Inc. (18-23578)	
<input type="checkbox"/> A&E Factory Service, LLC (18-23543)	<input type="checkbox"/> Sears Home Improvement Products, Inc. (18-23555)	<input type="checkbox"/> KBL Holding Inc. (18-23567)	<input type="checkbox"/> StarWest, LLC (18-23579)	
<input type="checkbox"/> A&E Home Delivery, LLC (18-23544)	<input type="checkbox"/> Sears Insurance Services, L.L.C. (18-23556)	<input type="checkbox"/> KLC, Inc. (18-23568)	<input type="checkbox"/> STI Merchandising, Inc. (18-23580)	
<input type="checkbox"/> A&E Lawn & Garden, LLC (18-23545)	<input type="checkbox"/> Sears Procurement Services, Inc. (18-23557)	<input type="checkbox"/> Sears Protection Company (Florida), L.L.C. (18-23569)	<input type="checkbox"/> Troy Coolidge No. 13, LLC (18-23581)	
<input type="checkbox"/> A&E Signature Service, LLC (18-23546)	<input type="checkbox"/> Sears Protection Company (18-23558)	<input type="checkbox"/> Kmart of Washington LLC (18-23570)	<input type="checkbox"/> BlueLight.com, Inc. (18-23582)	
<input type="checkbox"/> FBA Holdings Inc. (18-23547)	<input type="checkbox"/> Sears Protection Company (PR) Inc. (18-23559)	<input type="checkbox"/> Kmart Stores of Illinois LLC (18-23571)	<input type="checkbox"/> Sears Brands, I L C (18-23583)	
<input type="checkbox"/> Innovel Solutions, Inc. (18-23548)	<input type="checkbox"/> Sears Roebuck Acceptance Corp. (18-23560)	<input type="checkbox"/> Kmart Stores of Texas LLC (18-23572)	<input type="checkbox"/> Sears Buying Services, Inc. (18-23584)	

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense, other than a claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9). Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor? Exteriors by Design, Inc. dba: California Commercial Roofing Systems
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?
☒ No
☐ Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)
Where should notices to the creditor be sent?
2747 Sherwin Ave, Ste. #8
Ventura, CA 93003
Where should payments to the creditor be sent? (if different)

Contact phone 805 644-1640 Contact phone _____
Contact email dweaver@calcommercialroofing.co Contact email _____

4. Does this claim amend one already filed?
☐ No
☒ Yes. Claim number on court claims registry (if known) _____

5. Do you know if anyone else has filed a proof of claim for this claim?
☒ No
☐ Yes. Who made the earlier filing? Dewayne M. Weaver

Filed on MM / DD / YYYY

Part 2: Give Information About the Claim as of the Date the Case Was Filed Pg 10 of 13

6. Do you have any number you use to identify the debtor? ☐ No ☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 4 6 9 3

7. How much is the claim? \$ 127,516.00 Does this amount include interest or other charges? ☒ No ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.

Roofing Materials & Sales Tax

9. Is all or part of the claim secured? ☐ No ☒ Yes. The claim is secured by a lien on property.

Nature of property:

☒ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ 127,516.00

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ 127,516.00

Annual Interest Rate (when case was filed) 18.00 %

☒ Fixed ☐ Variable

10. Is this claim based on a lease? ☒ No ☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☐ No ☒ Yes. Identify the property: Sears #2451 Greeley, Colorado

Attachment D
Pg 11 of 13

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$

\$

\$

\$

\$

\$

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☐ No

☒ Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 03/01/2019 (mm/dd/yyyy)

Signature

Print the name of the person who is completing and signing this claim:

Name of the person who is completing and signing this claim:

Name Dewayne M. Weaver
First name Middle name Last name

Title President

Company Exteriors by Design, Inc. dba: California Commercial Roofing Systems
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 2747 Sherwin Ave, Ste. #8
Number Street

Ventura CA 93003
City State ZIP Code

Contact phone 805 644-1640

Email dweaver@calcommercialroofing.com

AMENDMENT TO MAJOR MAINTENANCE AGREEMENT

Transform SR Holding Management LLC on behalf of itself and its affiliates, including but not limited to Transform SR LLC ("Sears") in the case of work performed at a Sears Facility, Transform SR Operations LLC ("Sears Ops") in the case of work performed at a Sears Ops Facility, Transform KM LLC ("Kmart") in the case of work performed at a Kmart Facility, Transform KM Operations LLC ("Kmart Ops"), in the case of work performed at a Kmart Ops Facility, or Transform SR de Puerto Rico LLC ("Sears PR") in the case of work performed at a Sears PR Facility---each a Delaware limited liability company (collectively or individually, "Transform") and Exteriors by Design, Inc. d/b/a/ California Commercial Roofing Systems ("Counterparty") have agreed to enter into this Amendment (the "Amendment") to that certain Major Maintenance Agreement by and between certain debtor entities identified in the Original Agreement and Counterparty, dated as of September 19, 2018 (as has been or may be amended, restated or amended and restated from time to time, the "Original Agreement"), which Original Agreement is attached hereto as Exhibit A. The date of this Amendment is that date when all Parties have signed it, but effective as of the date on which the Bankruptcy Court's order approving the assumption and assignment of the Original Agreement becomes effective as to such Original Agreement ("Assignment Effective Date"). Transform and Counterparty may each be referred to as a "Party" or collectively as the "Parties" to this Amendment. "Affiliate(s)" means any individual, entity (e.g., corporation, L.L.C., etc.) that, at the applicable time, directly or indirectly controls, is controlled with or by or is under common control with, a Party. Notwithstanding the foregoing, only entities directly or indirectly controlled by Transform Holdco LLC shall be deemed Affiliates of Company for purposes of this Agreement.

Sears Holdings Corporation, and other Affiliates including its subsidiaries listed above (together, "Debtors") filed for chapter 11 bankruptcy protection on October 15, 2018. After obtaining approval of the transaction from the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), on February 11, 2019, substantially all of the Debtors' assets were purchased in accordance with that certain Asset Purchase Agreement, dated as of January 17, 2019 (as may be amended, restated, or amended and restated from time to time, including pursuant to that certain Amendment No. 1 to Asset Purchase Agreement dated February 11, 2019, by the parties thereto) by and between Sears Holdings Corporation and certain of its subsidiaries (together, "Sellers") and Transform Holdco LLC ("Buyer") (the "APA"). Pursuant to the APA and the Bankruptcy Court order approving the transaction (Docket No. 2507), Buyer is permitted to elect to have certain of the Debtors' executory contracts or unexpired leases assumed and assigned in accordance with Section 365 of Title 11 of the United States Code. This Amendment shall effectuate the agreement between the Parties regarding the assumption and assignment to Transform of the Original Agreement, subject to the amendments as set forth below.

The Parties agree as follows:

- I. **Payment of Cure Amounts.** Transform shall pay to Counterparty a total of \$123,533.10 (the "Cure Amount") on account of amounts owing under the Original Agreement, and upon payment of the Cure Amount, all conditions to the assumption and assignment of the Original Agreement will have been satisfied, including the cure of all outstanding defaults of the Debtors under the Original Agreement, and Counterparty will have no further claims on

account of the Original Agreement against the Debtors or their estates. Such payment shall be made as follows: A check in the amount of \$123,533.10 shall be issued upon receipt of lien release paperwork.

- II. **Waiver of Claims.** Counterparty agrees that Transform is not a successor to any of the Debtors and shall have no liabilities, except as set forth herein, in respect of the Original Agreement for any events or circumstances existing prior to the date on which the Bankruptcy Court's order approving the assumption and assignment of the Original Agreement to Transform becomes effective as to such Original Agreement.
- III. **Term.** The parties hereby amend the Original Agreement to amend the "Date of Substantial Completion" to May 31, 2019.

Each Party is signing this Agreement on the date stated in each Party's signature block.

**Transform SR LLC
Transform SR Operations LLC
Transform KM LLC
Transform KM Operations LLC
Transform SR de Puerto Rico LLC
by its agent Transform SR Holding Management LLC**

DocuSigned by:
By: Todd Lemmert
CF73276DC524D7...
Name: Todd Lemmert
Title: DVP
Date: 4/2/2019

Exteriors by Design, Inc. d/b/a/ California Commercial Roofing Systems

DocuSigned by:
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Date: 4/2/2019